

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is made and entered into between the Board of Trustees of the University of Illinois ("University") and Valarmathi Thiruvanamalai ("Dr. Thiruvanamalai"), collectively referred to as the Parties.

Recitals

A. The University currently employs Dr. Thiruvanamalai as an Assistant Professor in the Department of Comparative Biosciences within the College of Veterinary Medicine, as an Assistant Professor in the Department of Medical Molecular and Integrative Physiology within the College of Medicine, and as an Affiliate Faculty Member at the Beckman Institute for Advanced Science and Technology on its Urbana-Champaign campus.

B. During his employment with the University, Dr. Thiruvanamalai conducted research in conjunction with a grant that was sponsored by the American Heart Association ("AHA Grant").

C. Dr. Thiruvanamalai currently is on paid administrative leave from his various positions with the University.

D. Dr. Thiruvanamalai wants to resign his employment with the University under the conditions set forth within this Agreement.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Administrative Leave.** Dr. Thiruvanamalai will remain on paid administrative leave through August 15, 2016, or until he begins employment in another position related to the fields of biotechnology, biochemistry, molecular biology, medicine, veterinary medicine or pathology, whichever occurs earlier. During that period, Dr. Thiruvanamalai will continue to be compensated at his current rate of pay and will continue to accrue and be eligible to use benefits in the manner set forth under University policy. Throughout the time period that Dr. Thiruvanamalai remains on paid administrative leave, the Dean of the College of Veterinary Medicine may assign special projects for him to perform away from the University's premises. Dr. Thiruvanamalai may contact the Dean of the College of Veterinary Medicine to discuss these special projects.

2. **Contact Limitations.** During the remainder of his paid administrative leave, the University will not provide Dr. Thiruvanamalai with an office or a research laboratory. In addition, except as otherwise necessary for Dr. Thiruvanamalai to perform or address matters provided for in this Agreement, Dr. Thiruvanamalai shall not come onto the premises of the College of Veterinary Medicine, the College of Medicine, or the Beckman Institute. In addition, Dr. Thiruvanamalai shall not contact members of the College of Veterinary Medicine, the College of Medicine, or the Beckman Institute's administration, faculty, or staff regarding employment-related matters during the remainder of his paid administrative leave, except for the sole and limited purposes of discussing special projects with the Dean of the College

of Veterinary Medicine, making necessary arrangements with the Department Head for the Department of Comparative Biosciences, or the Dean of the College of Veterinary Medicine, for overseeing the packing, moving and storage of equipment and property as set forth in paragraph 4 below, requesting references from other University faculty members, including those within the College of Veterinary Medicine, the College of Medicine, and the Beckman Institute, or for handling general administrative matters relating to his employment at the University, including, but not limited to, payroll, insurance, parking, and library matters.

3. **Resignation.** Dr. Thiruvanamalai shall take all necessary steps to resign his employment with the University effective on or before the close of business on August 15, 2016, or upon the date that he begins employment in any position related to the fields of biotechnology, biochemistry, molecular biology, medicine, veterinary medicine or pathology, whichever occurs earlier. Such steps shall include, without limitation, the signing and submission of any resignation documents that may be required by the University. Following his resignation, Dr. Thiruvanamalai shall not seek employment or reemployment with the University in any capacity at any time. Any attempt to seek employment or reemployment with the University following his resignation shall be deemed a material breach of this Agreement and shall provide the University with a proper basis for refusing to accept or consider Dr. Thiruvanamalai's employment application or submission.

4. **Transfer of Equipment and Other Property.** The University will transfer ownership to Dr. Thiruvanamalai of the computers that were assigned to him during his employment with the University and which contain research data that he collected in conjunction with the AHA Grant as they currently exist, provided that the University retains the right to capture and store any of the information contained on those computers prior to them being released to Dr. Thiruvanamalai.

The Parties agree that the research equipment purchased by Dr. Thiruvanamalai with AHA Grant funds ("the AHA research equipment") consists of the following:

- Transilluminator
- Gel Document Analyzing System
- 96 Well Deep Reaction Module
- p-95DW Printer

All other instruments, reagents, and supplies that Dr. Thiruvanamalai can show were purchased with AHA grant funds by him while at the University of Illinois or were purchased with AHA grant funds or other grant funds by him while at the University of South Carolina and then brought by him to the University of Illinois

The University will arrange for the AHA research equipment, including without limitation (a) the perishable reagents in the -80 degree freezer; (b) the perishable reagents in the -30 degree freezer; (c) the perishable reagents in the 4 degree refrigerator; and (d) the cell cultures and cryovales in the liquid nitrogen tank, to be removed from Dr. Thiruvanamalai's laboratory and stored elsewhere at the University without cost or expense to Dr. Thiruvanamalai. The University will maintain all of the frozen and refrigerated reagents, cell cultures, or cryovales as they currently exist in their respective equipment, and will transfer all of the perishable reagents in the -80 degree freezer to a back-up freezer should it fail. The

University cannot guarantee and cannot be held liable should the integrity of the reagents, cell cultures, or cryovales be compromised in any manner. The only instruments in Dr. Thiruvanamalai's laboratory and office that will be retained by the University will be the bar-coded instruments purchased with start-up funds. The University will provide Dr. Thiruvanamalai with a list of those instruments and with a printout of his AHA grant account before the AHA research equipment is scheduled to be moved from his laboratory and office to storage. The University also will provide Dr. Thiruvanamalai a copy of the list of equipment purchased with AHA grant funds that the University of South Carolina provided to the University when Dr. Thiruvanamalai became an employee of the University.

Dr. Thiruvanamalai will remove his own personal property that does not represent AHA research equipment and will be responsible for the storage of his own personal property. The University will utilize either internal or external movers that it believes are qualified to move the AHA research equipment. Within fourteen (14) calendar days following the effective date of this Agreement, Dr. Thiruvanamalai and the Department Head for the Department of Comparative Biosciences will make arrangements for Dr. Thiruvanamalai to return to his office and laboratory for three (3) consecutive business days for the limited purpose of overseeing the packing, moving and storage of the AHA research equipment and for removing his own personal property. During that three day period, the parties will inventory the AHA research equipment that is being packed, moved and stored on Dr. Thiruvanamalai's behalf, as well as any property that he is taking with him. The University will pay the costs associated with the packing and moving of the AHA research equipment, as well as the costs associated with the storage of the perishable reagents, cell cultures, and cryovales. Upon Dr. Thiruvanamalai's resignation from the University, the University will release all of the AHA research equipment, along with all of the stored perishable reagents, cell cultures, and cryovales, to Dr. Thiruvanamalai, who will assume ownership of those items. The University will permit Dr. Thiruvanamalai to make arrangements with the Department Head for the Department of Comparative Biosciences, or, in case the Department Head is absent or unavailable, the Dean of the College of Veterinary Medicine, to take all necessary steps to retrieve the AHA research equipment at that time, along with the perishable reagents, cell cultures, and cryovales, to properly pack them and prepare them for removal, and to have them transported from the University in a safe and secure fashion.

5. **Remaining AHA Grant Funds.** The University will return to the American Heart Association the remaining balance of the AHA Grant funds, which total Five Thousand, Nine Hundred Seventy Dollars and Ninety-Four Cents (\$5,970.94). The University will make the same amount available to Dr. Thiruvanamalai from departmental funds to be used by him during the remainder of his unpaid leave of absence for professional development purposes, such as the costs associated with conferences, workshops, publishing, professional affiliations, and analysis of data. To be compensated for such costs, Dr. Thiruvanamalai must submit documentation describing and verifying the cost to the Department Head for the Department of Comparative Biosciences for approval.

6. **Patent Rights.** The University waives any patent and ownership rights that it may have to any of the developments or advancements that may be generated or arise out of the specific research conducted by Dr. Thiruvanamalai in conjunction with the AHA Grant.

7. **General Release.** Dr. Thiruvanamalai, on behalf of himself and his representatives, family members, heirs, attorneys, executors, administrators, agents, successors and assigns, hereby releases, acquits and forever discharges the University of Illinois and all of its current and former trustees, officers, employees, agents, and attorneys (collectively, the "Released Parties") from any and all claims, causes of action, charges, obligations, damages, and liabilities of any kind or nature, in law or in equity, whether known or unknown, suspected or unsuspected, internal or external, arising prior to the effective date of this Agreement, including without limitation any claims directly or indirectly arising out of, based upon or relating in any manner to Dr. Thiruvanamalai's employment with the University, the cessation of Dr. Thiruvanamalai's employment with the University, or any alleged act or omission by any of the Released Parties. Without limiting the generality of the foregoing, Dr. Thiruvanamalai expressly waives and releases all claims of discrimination, retaliation, harassment or failure to accommodate on the basis of race, color, national origin, ancestry, citizenship, language, religion, age, sex, sexual orientation, marital status, pregnancy, military status, unfavorable military discharge, disability, medical condition, order of protection status, or any other basis under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act, as amended; the Illinois Human Rights Act; and all other local, state, or federal laws or regulations governing discrimination in employment; as well as all claims arising under any state or federal constitution, statute or common law relating to public employment, contract law, or tort law. In addition, Dr. Thiruvanamalai expressly waives and releases any and all contractual or constitutional claims that he may have against the Released Parties to continued employment, tenure rights or due process. The University, in turn, hereby releases, acquits and forever discharges Dr. Thiruvanamalai from any and all claims, causes of action, charges, obligations, damages, and liabilities of any kind or nature, in law or in equity, whether known or unknown, suspected or unsuspected, internal or external, arising prior to the effective date of this Agreement. The Parties intend that the release of claims contained within this Agreement be interpreted as broadly as the law permits.

8. **Confidentiality.** Dr. Thiruvanamalai agrees to keep the existence and the terms of this Agreement, as well as matters relating to the events leading to this Agreement, confidential. Accordingly, Dr. Thiruvanamalai shall not disclose the existence or the terms of this Agreement, or provide a copy of this Agreement, to anyone else, including without limitation any past or present employees of the University, any individuals or organizations external to the University, or any members of the media. The only exception to this non-disclosure provision is that Dr. Thiruvanamalai may disclose the terms of this Agreement to members of his immediate family, his certified public accountant, his attorney, and to governmental taxing authorities, provided that he secures assurances from them in advance that they themselves will not disclose the existence or terms of this Agreement to anyone else. If Dr. Thiruvanamalai, or anyone to whom he discloses the existence or terms of this Agreement, should violate the terms of this non-disclosure provision, Dr. Thiruvanamalai shall be deemed to have breached this Agreement and shall be liable to the University for any damages or harm arising out of that breach. In turn, no agent of the University acting in their capacity as such shall disclose the existence or the terms of this Agreement, provide a copy of this Agreement, or disclose matters relating to the events leading to this Agreement, to any individuals or organizations external to the University except to the extent required by law.

9. **No Liability.** By entering into this Agreement, the University does not admit any wrongdoing, fault or liability of any kind towards Dr. Thiruvanamalai. This Agreement may not be used as evidence or otherwise cited or relied upon in any subsequent proceeding, other than a proceeding to enforce the terms of this Agreement, and is not to be afforded any precedential effort or to be construed as an admission as to any claimed facts or representations.

10. **Attorney's Fees and Costs.** Each Party shall be responsible for the payment of their own attorney's fees and costs incurred in conjunction with the negotiation of this Agreement.

11. **Forum Selection.** Any action that is brought to enforce the terms of this Agreement shall be brought only within the Illinois Court of Claims.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the University and Dr. Thiruvanamalai and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning the subject matter hereof. The terms of this Agreement may not be altered, amended, waived or modified, except by a further written agreement signed by both Dr. Thiruvanamalai and an authorized representative of the University. This Agreement will be construed and interpreted in accordance with the laws of the State of Illinois, without regard to its conflicts of law provisions. Because both Parties were represented by counsel and afforded the opportunity to participate in the negotiation of this Agreement, this Agreement shall not be construed against either Party as the drafter of the Agreement. The headings contained within this Agreement are for convenience only and are not intended to be substantive.

13. **Voluntary Agreement.** Dr. Thiruvanamalai represents and warrants that he has carefully read this Agreement, that he had a full and complete opportunity to review and discuss the contents of this Agreement with his attorney, Glenn Stanko, prior to entering into the Agreement, that he fully understands the contents of this Agreement and any rights that he may be waiving through the execution of this Agreement, and that he is signing this Agreement freely and voluntarily. Dr. Thiruvanamalai further represents and declares that, in executing this Agreement, he relied solely upon his own judgment, belief and knowledge, and that he has not been influenced in any manner by any representations or statements made by any representatives of the University. Dr. Thiruvanamalai acknowledges that no representative of the University has made any promise, representation or warranty whatsoever, written or oral, as any inducement to enter into this Agreement, except as expressly set forth within this Agreement.

14. **Revocation Period.** Dr. Thiruvanamalai acknowledges that he has been afforded a reasonable period of time of not less than twenty-one (21) calendar days to review and consider the terms of this Agreement and that he has been advised to consult with his attorney, Glenn Stanko. Dr. Thiruvanamalai further acknowledges that he is being granted a period of seven (7) calendar days following his execution of this Agreement to revoke the Agreement. The Parties agree that this Agreement will not become effective until each of the following conditions have been met: (a) Dr. Thiruvanamalai has executed the Agreement; (b) the revocation provided for within this paragraph has expired; and (c) each of the University's signatories to this Agreement has executed the Agreement.

DR. THIRUVANAMALAI REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT HE HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS CHOICE THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT OF HIS OWN FREE WILL, WITHOUT DURESS OR COERCION OF ANY KIND.

VALARMATHI THIRUVANAMALAI

UNIVERSITY OF ILLINOIS

[Redacted Signature]

11/02/2015

[Redacted Signature]

11/4/15

Valarmathi Thiruvanamalai

Date

By
Walter Knorr
Comptroller

Date

[Redacted Signature]

11/3/15

Edward Feser
Interim Vice Chancellor for Academic Affairs and
Provost

Date

[Redacted Signature]

11/3/15

Peter Constable
Dean of the College of Veterinary Medicine

Date

Approved as to form:

[Redacted Signature]

11/2/15

Office of University Counsel

Date